



**Caribbean Association of Georgia, Inc.**

**P.O. Box 1386**

**McDonough, GA 30253 [www.caribbeangeorgia.org](http://www.caribbeangeorgia.org)**

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**(404) 453-6349**

## **ATLANTA CARIBBEAN CULTURAL FESTIVAL VENDOR CONTRACT**

1. The Caribbean Association of Georgia, Inc. (hereafter known as CAG) provides this vendor contract for operation during the event known as the McDonough Caribbean Cultural Festival occurring on Saturday, June 16, 2018 from 1 pm to 8pm.
  2. CAG shall provide 10x10 space for VENDOR, to provide services at the McDonough Caribbean Cultural Festival, located at the Alexander Park, Jonesboro Road entrance, McDonough, GA 30253.
  3. The VENDOR agrees to operate in accordance with regulations set forth in the Georgia State Health Codes and he/she must comply with health and safety standards, where applicable.
  4. VENDOR space assignment will be made solely at the discretion of CAG, with every effort made to honor all requests based on sponsorship levels.
  5. Set up times for VENDORS is 8:00 am to 12:00 pm on the day of the event. VENDORS will Not be allowed to set up after 12pm and No Refund will be given.
  6. VENDORS are prohibited from selling or possessing alcohol at Alexander Park. Any Vendors caught selling or possessing alcohol will immediately be shut down and turned over to Henry County Authorities.
  7. CAG reserves the right to limit VENDOR'S vehicular access to the event area, as well as to disallow any VENDOR tent/structure that does not meet Henry County standards.
  8. CAG shall have the right to review and qualify the product line. All Vendors must sell exactly what is specify on the contract and space reservation form. Any Vendor that is selling items not listed on contract/ space reservation will have to immediately cease and desist and will be banned from further CAG festivals.
- VENDORS ARE NOT ALLOWED TO SELL ANY WATER AT THIS EVENT**
9. The VENDOR will not sell or donate space in its booth or site for advertising and/or promotion to any third party without CAG's approval.
  10. The VENDOR is responsible for paying all applicable federal, state, and local taxes.
  11. VENDOR agrees to pay all fines/penalties levied to VENDOR and to reimburse CAG for any fines/penalties levied to CAG as a result of VENDOR'S noncompliance with any Federal, state, or local laws.
  12. VENDORS are responsible for any damage they may cause while participating in the day's events. All Vendors must leave premises no later than two hours after event ends.

13. All applicable permits are the sole responsibility of the VENDOR.
14. Booth space fees are not refundable.
15. VENDORS must provide their own tents, electricity, grills, tables, chairs, power cord, trash containers etc. Tents must be 10x10, unless additional spaces have been paid for. You must stay within your space allotted.
16. Vendors will clean-up all trash that they or their customers are responsible for. Vendors who leave trash for CAG staff to clean up will be fined \$100.00, payable to Caribbean Association of Georgia, Inc. before departure.
17. VENDOR shall remain independent contractors, and nothing contained herein or done pursuant hereto shall be construed to create any relationship or principal and agent or employer and employee between CAG and the VENDOR to make them joint ventures.
18. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify Caribbean Association of Georgia Inc. Henry County, their agents, servants, officers of liability whether by reason of injury (including death) to the person or property of another or otherwise arising in connection with this Agreement, excepting only claims based upon CAG'S sole negligent or intentional acts.
19. The VENDOR agrees to name Caribbean Association of Georgia, Inc. and Henry County as additional insured and to provide a certificate of such coverage as an accompaniment to this contract. Additionally, a copy of certificate of workers' compensation insurance is required if applicable (if VENDOR will have employees working at the festival).
20. CAG shall have the right to terminate the VENDOR Agreement at any time should the VENDOR fail to meet established standards and conditions set forth in this Agreement, fail to conduct sales activities in good faith and violation of Federal, State, County or local laws or statues.
21. **Inclement Weather - There is no refund due to inclement weather. CAG shall not be held liable for loss of vendor goods due to damage from rain/inclement weather.**

I, \_\_\_\_\_, hereby contract to lease and occupy the booth space described above for the duration of the listed McDonough Caribbean Festival. Payment for this space and deposit is included with this Vendor Contract. It is agreed that only ONE (1) Vendor can occupy this booth space.

*If this agreement meets with your approval, please sign one copy where indicated and return it to the Caribbean Association of Georgia, Inc.*

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**NAME OF BUSINESS/ TYPE OF BUSINESS**

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**ADDRESS**

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**PHONE NUMBER**

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**EMAIL ADDRESS**

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**PRINT NAME**

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**SIGNATURE**

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**DATE**